

RAYMOND H. AVER - State Bar No. 109577
LAW OFFICES OF RAYMOND H. AVER
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[Proposed] General Insolvency Counsel for
SHAHRAM JEFF JAVIDZAD
Debtor and Debtor In Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA [LOS ANGELES DIVISION]

In re:	)	Case No. 2:25-bk-10248-NB
)	
SHAHRAM JEFF JAVIDZAD,	)	Chapter 11
)	
	)	DECLARATION OF MICHAEL B. NOURMAND
	)	IN SUPPORT OF OPPOSITION TO "MOTION
Debtor.	)	FOR RELIEF FROM THE AUTOMATIC STAY
	)	UNDER 11 U.S.C. § 362 (REAL
	)	PROPERTY)" AND EXHIBITS
)	
)	
)	
)	
	)	Date: February 11, 2025
	)	Time: 1:00 a.m.
	)	Place: Courtroom 1546
	)	United States Bankruptcy Court
	)	Roybal Federal Building
	)	255 East Temple Street
	)	Los Angeles, California 90012

DECLARATION OF MICHAEL B. NOURMAND

I, MICHAEL B. NOURMAND, declare:

1. I am the President and employee of Nourmand & Associates, a real estate brokerage licensed by the State of California, Department of Real Estate since 1978, License ID 00656371.

2. I am a real estate agent and a broker licensed by the State of California, Department of Real Estate since 2000 (agent) and 2006 (broker), License ID 01281017.

3. During the past four years, I have sold in excess of \$315,000,000 in real estate primarily on the Westside of Los Angeles. During my 20+ years in real estate, I have seen more than 100 homes in the Trousdale Estates neighborhood of Beverly Hills.

4. Earlier this month, I was asked by Shahram Jeff Javidzad to inspect and to provide him with my professional opinion as to how much the residential real property located at 1053 North Hillcrest Road, (Trousdale Estates), Beverly Hills, California 90210 ("Subject Property") could be sold for by Nourmand & Associates.

5. The Subject Property is comprised of 23,084 square feet and is improved with a 4,379 square foot, five bedroom, five bathroom residence. The Subject Property has a pool and views of Century City, and a gated motor court with a 3 car garage.

6. I performed a thorough review of the four most recent sales in Trousdale in the 4,000 to 5,000 square foot range, described in the Multiple Listing Service. Taking the median price per square foot, it comes to \$2,193/sf. Based upon this price per square foot, the Subject Property is worth approximately \$9,600,000.00 as of February 7, 2025. Given the increased demand for housing in Los

1 Angeles, caused the Palisades and Alta Dena fires, it is my opinion
2 that Nourmand & Associates will be able to sell the Subject Property
3 for approximately \$9,600,000.00 or more and I have suggested that the
4 Subject Property be listed for \$9,750,000.00.

5 7. I have reviewed the Declaration Of Michael Reppuci and his
6 Uniform Residential Appraisal Report attached to the motion for
7 relief from the automatic stay filed on behalf of N.K. Studio City,
8 LLC. It is my opinion that Mr. Reppuci's \$7,152,000 estimate of
9 value is significantly understated because he used so-called
10 "comparables" that sold for a much lower price per square foot than
11 the Subject Property should sell for, based upon the following:

- 12 a. Comp 1: 1950 Carla Ridge is a tear down/major fixer
13 with canyon views which is inferior to a city view of
14 century city and the ocean. The views are one of the
15 main reasons that people buy property in Trousedale.
16 b. Comp 2: 1855 Loma Vista was purchased by an
17 investor/developer. This property is on Loma Vista
18 Drive which is an inferior location to Hillcrest Road
19 and the views are not as good.
20 c. Comp 3: 1099 Hillcrest Road was owned for many years
21 by the late Bernice Gershon who was a real estate
22 agent and colleague. The home did not have a great
23 floor plan and it had not been touched in decades. In
24 my opinion, the home was a tear down.
25 d. Comp 4: 1106 Hillcrest Road is jammed into the
26 hillside so there is no view from the backyard.

27 8. A true and correct of a marketing brochure I prepared and
28 my broker's opinion of value are attached as **Exhibit A** hereto.

9. On February 7, 2025, Nourmand & Associates entered into a Listing Agreement with Hillcrest Fund, LLC, by Shahram Jeff Javidzad. A true and correct copy of the Listing Agreement is attached as **Exhibit B** hereto.

10. I have personal knowledge of the facts stated herein, except where stated on information and belief, and where so stated, I am informed and believe that such facts are true and correct. If called and sworn as a witness, I could and would competently testify to the above.

Executed this 9th day of February, 2025, at Los Angeles,
California. I declare under penalty of perjury under the laws of the
United States of America that the foregoing is true and correct.

MICHAEL B. NOURMAND

9. On February 7, 2025, Nourmand & Associates entered into a Listing Agreement with Hillcrest Fund, LLC, by Shahram Jeff Javidzad. A true and correct copy of the Listing Agreement is attached as Exhibit B hereto.

10. I have personal knowledge of the facts stated herein, except where stated on information and belief, and where so stated, I am informed and believe that such facts are true and correct. If called and sworn as a witness, I could and would competently testify to the above.

Executed this 9th day of February, 2025, at Los Angeles, California. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



MICHAEL B. NOURMAND

EXHIBIT A



The Nourmand family has been involved in Trousdale real estate since the mid-70s. My father Saeed Nourmand was one of the most well-known and successful Brokers in this exclusive community. He opened Nourmand & Associates in 1976.

Nourmand & Associates is a boutique that specializes in selling luxury homes throughout Los Angeles. We are the only residential real estate brokerage with significant market share in Beverly Hills that has been in business for over 45 years. Our initial office was in Beverly Hills but since then we've added offices in Brentwood & Hollywood. Currently, we have 175 agents at our company.

I was born and raised in Beverly Hills. I went to El Rodeo School, Beverly Hills High School, and the University of Southern California where I obtained my BS in Business Administration with an emphasis in International Business. I obtained my real estate license in 2000 and my Broker's license in 2006. After years of working as a real estate agent at Nourmand & Associates, I took over as President of the company in early 2008.

Here is a summary of some of my notable accolades: The Hollywood Reporter's Top 35 Real Estate Agents, LA Business Journal's LA 500, Variety Showbiz Real Estate Elite List, LA Business Journal Who's Brokering Los Angeles, LA Magazine Top Real Estate Professionals, and Finalist for the Beverly Hills Courier's Readers' Choice Award for Best Real Estate Agent in Beverly Hills.

Over the past four years, I've sold in excess of \$315,000,000 in real estate primarily on the Westside of Los Angeles. My sales portfolio in Beverly Hills includes 1016 N. Hillcrest Rd and 1070 N. Hillcrest Rd which are on the same block as the subject property.

Over my 20+ years in real estate, I've seen well over 100 homes in Trousdale so I'm extremely qualified to sell 1053 N. Hillcrest Rd.

Here is the info for the subject property:

5 Bedrooms + 5 Bathrooms
4,379sf on a 23,084sf lot
Pool + views of Century City
Gated motor court with a 3 car garage

Hillcrest Road in Trousdale is commonly referred to as "Billionaires Row." Some of the notable people that own or have owned properties on "Billionaires Row" include Elvis Presley, Jennifer Aniston, David Geffen, Ellen Degeneres, Danny Thomas, and Markus "Notch" Persson (creator of Minecraft).

Since June 2024, there have been four sales per The MLS in the 4,000sf - 5,000sf range in Trousdale. Please note that I used the public records square footage for 340 Trousdale Pl which shows the home is 4,717sf.

<https://www.themls.com/Share/YWFMamNjZ2Vn>

If you take the median price per square foot, it comes to \$2,193/sf. Based on this price per square foot, 1053 N. Hillcrest Rd is worth approximately \$9,600,000.

Sincerely,

Michael Nourmand
President
Nourmand & Associates Realtors

2/7/2025

NOURMAND & ASSOCIATES REALTORS
421 N. Beverly Drive, Ste 200
Beverly Hills, California 90210
p: 310.274.4000 f: 310.278.9900
<http://www.nourmand.com>



Michael Nourmand

Nourmand & Associates
421 N. Beverly Drive, Suite 200

(310) 666-3294 / mnourmand@nourmand.com

1 340 Trousdale Pl
Beverly Hills CA 90210

4 Beds
Baths 6.00
(5F 0T 1H 0Q)
Sqft

Single Family
SP: \$11,125,000



TROUSDALE
ESTATES

THE BIRD
STREETS

Google

Map data ©2024

Area 1 Beverly Hills
Subdivision
Sold Price/SqFt
Lot Size 37,794/Vendor Enhanced
HOA Fee 1 & 2 \$0.00(N/A)
MLS# 24-375711
APN 4391-016-008

Directions : Loma Vista to Trousdale Place

Remarks : Rarely does the best representation of the original, iconic Trousdale style on perhaps the finest street in this storied enclave become available. With soaring high ceilings, head-on, unobstructed city views, and a location on nearly an acre on the preferred side of the street, 340 Trousdale Place is just that. Boasting 4 bedrooms, 5 and a half baths, a vast living room, and an enormous kitchen/breakfast/family great room, all opening to the pool and vistas, this residence is perfect for a connoisseur of fine mid-century architecture. Gated from the street, you enter from the large motor court through a second set of original filigree iron gates at the center courtyard then into the home's luxurious rooms with captivating scale. A private primary wing features rare double baths, a dressing area, a wood-burning fireplace, and sliding floor-to-ceiling glass doors flowing to the pool and city views. Updated while preserving the classic, original elan, this truly is a modernist gem.

Structure Info	Land/Lot Info	Contract Info	DOM 191
Year Built/Source 1963 / Vendor Enhanced	Zoning BHR1*	List Date 04-03-2024	
View City, City Lights, Ocean, Tree Top, Panoramic	Land Type	List Price \$11,450,000	
Stories 1	Land Lease Purchase	Orig List Price \$16,360,000	
Guest House	Horse Property	Status Date 11-27-2024	
PUD	Lot Acreage 0.868	Sale Type Standard	
Sewer	Special Zone	Seller Concessions? Yes	
Style Mid-Century	Addl Parcel	Co-Ownership No	

Accessory Dwelling Unit

This listing does not have any ADU.

Community/Development	Parking Details	Sale/Sold Info
Tax Mello Roos	Parking Type Garage - 2 Car, Driveway	Contract Date 10-11-2024
Complex/Assoc Name Trousdale Estates HOA	Total Spaces	Sold Date 11-27-2024
Assoc Amenities	Covered Spaces	Sold Price \$11,125,000
Assoc Fees Include	Uncovered Spaces 4	Sale Terms
Assoc Pet Rules	Garage Spaces 2	Sold Price/SqFt
Community Features	Carport Spaces	SP/LP 97.16%
Rental Restrictions		
Short Term Rentals		
Short Term Rental Duration		

Interior Features	Exterior Features
# Fireplaces/Details 2 / Living Room, Primary Bedroom	Pool In Ground, Private
Furnished Unfurnished	Spa None
AC/Cooling Central	Tennis/Courts
Heating Central	Roofing
Flooring Wood	Fence
Equip/Apppl Washer, Dryer, Range/Oven, Refrigerator, Dishwasher	
Laundry Room	

Broker/Agent does not guarantee the accuracy of the square footage, lot size or other information concerning the conditions or features of the property provided by the seller or obtained from Public Records or other sources. Buyer is advised to independently verify the accuracy of all information through personal inspection and with appropriate professionals. The property may have video/surveillance devices. VESTAPLUS™ Copyright © 2025 by TheMLS™. Information deemed reliable but not guaranteed. Presented by: Michael Nourmand CALDRE#:01281017 | DMCA



Michael Nourmand

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421 N. Beverly Drive, Suite 200
(310) 666-3294 / mnourmand@nourmand.com

2 590 Haynes Ave
Beverly Hills CA 90210

5
Beds

Baths 6.00
(5F 0T 1H 0Q)

4,500 Sqft
Plans

Single Family
SP: \$10,700,000



THE BIRD
STREETS

Map data ©2024

Area 1 Beverly Hills
Subdivision
Sold Price/SqFt \$2,377.78
Lot Size 24,774/Vendor Enhanced
HOA Fee 1 & 2
MLS# 24-445907
APN 4391-018-009

Directions : Sunset Blvd - Foothill Rd - Schuyler Rd - Carla Ridge - Haynes Ave

Remarks : HANDS DOWN THE BEST DEAL IN TROUSDALE ESTATES. Contemporary masterpiece, designed by acclaimed architect Steve Hermann, situated on one of the most esteemed streets in Trousdale Estates. Discreetly concealed behind gates and mature landscaping is this 4,500 SqFt architectural, showcasing unparalleled design. Drenched in natural sunlight with seamless transition to the outdoors caters to an entertainer's dream while exuding absolute tranquility. The dramatic, glass pivot door is the prologue to the equally as impressive finishes throughout including the immense full wall of built-in's, custom track lighting, and Terrazzo flooring. Sleek Poliform kitchen boasts dual ovens and floating glossy-finished cabinetry capturing stunning views of the backyard with additional seating for al fresco dining. Down the 12+ Ft high hallways is the palatial primary retreat worthy of its own private wing complete with a stone fireplace, glass enclosed changing area and opulent en-suite offering dual sinks, Antonio Lupi bathtub and generous rainfall shower. Enjoy the panoramic views of Trousdale while lounging on the expansive teakwood deck and swimming in the infinity edge pool. A Control4 smart home system, full server room, and automatic window treatments throughout are some of the many state-of-the-art features. A juxtaposition of sleek modern and warm textures create a harmonious blend of elevated luxury.

Structure Info		Land/Lot Info		Contract Info	
Year Built/Source	2009 / Vendor Enhanced	Zoning	BHR1*	List Date	09-27-2024
View	City, City Lights, Hills	Land Type		List Price	\$10,995,000
Stories	1	Land Lease Purchase		Orig List Price	\$10,995,000
Guest House		Horse Property		Status Date	12-19-2024
PUD		Lot Acreage	0.569	Sale Type	Standard
Sewer		Special Zone		Seller Concessions?	Yes
Style	Contemporary	Addl Parcel		Co-Ownership	No

DOM 50

Accessory Dwelling Unit

This listing does not have any ADU.

Community/Development		Parking Details		Sale/Sold Info	
Tax Mello Roos		Parking Type	Garage - 2 Car, Garage Is Attached	Contract Date	11-16-2024
Complex/Assoc Name		Total Spaces	2	Sold Date	12-19-2024
Assoc Amenities		Covered Spaces		Sold Price	\$10,700,000
Assoc Fees Include		Uncovered Spaces		Sale Terms	
Assoc Pet Rules		Garage Spaces		Sold Price/SqFt	\$2,377.78
Community Features		Carport Spaces		SP/LP	97.32%
Rental Restrictions					
Short Term Rentals					
Short Term Rental Duration					

Interior Features		Exterior Features	
# Fireplaces/Details	Living Room, Primary Bedroom	Pool	Heated, In Ground
Furnished	Unfurnished	Spa	Heated, In Ground
AC/Cooling	Central	Tennis/Courts	
Heating	Central	Roofing	
Flooring	Terrazzo	Fence	
Equip/Apppl	Dishwasher, Dryer, Built-Ins, Freezer, Garbage Disposal, Microwave, Range/Oven, Refrigerator, Washer		
Laundry	Laundry Area		

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Michael Nourmand

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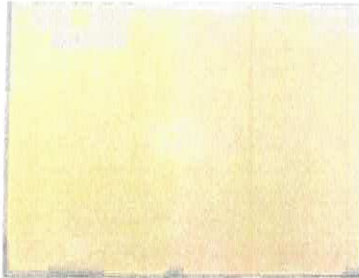
3 1875 Carla Rdg
Beverly Hills CA 90210

4
Beds

Baths 4.00
(4F 0T 0H 0Q)

4,439
Sqft

Single Family
SP: \$9,000,000



Google

Aiming 4 Success

Map data ©2024

Area 1 Beverly Hills
Subdivision
Sold Price/SqFt \$2,027.48
Lot Size 19,850
HOA Fee 1 & 2
MLS# COMP24139508
APN 4391-003-015

Structure Info

Year Built/Source 1965
View
Stories
Guest House
PUD
Sewer
Style

Land/Lot Info

Zoning
Land Type
Land Lease Purchase
Horse Property
Lot Acreage 0.456
Special Zone
Addl Parcel

Contract Info

List Price \$9,000,000
Orig List Price \$0
Status Date 10-16-2024
Sale Type
Seller Concessions?

DOM 0

Accessory Dwelling Unit

This listing does not have any ADU.

Community/Development

Tax Mello Roos
Complex/Assoc Name
Assoc Amenities
Assoc Fees Include
Assoc Pet Rules
Community Features
Rental Restrictions
Short Term Rentals
Short Term Rental Duration

Parking Details

Parking Type
Total Spaces
Covered Spaces
Uncovered Spaces
Garage Spaces
Carport Spaces

Sale/Sold Info

Contract Date
Sold Date 10-16-2024
Sold Price \$9,000,000
Sale Terms
Sold Price/SqFt \$2,027.48
SP/LP 100.00%

Interior Features

Fireplaces/Details
Furnished
AC/Cooling
Heating
Flooring
Equip/Appl
Laundry

Exterior Features

Pool
Spa
Tennis/Courts
Roofing
Fence

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(310) 666-3294 / mnourmand@nourmand.com

4 415 Evelyn Pl
Beverly Hills CA 90210

4
Beds

Baths 6.00
(4F 0T 2H 0Q)

4,000 Sqft
Owner

Single Family
SP: \$5,410,000



BEVERLY
DGE ESTATES



Google

TROUSDALE
ESTATES

Map data ©2024

Area 1 Beverly Hills
Subdivision
Sold Price/SqFt \$1,352.50
Lot Size 21,736/Vendor Enhanced
HOA Fee 1 & 2
MLS# 24-429945
APN 4391-004-016

Directions : Loma Vista - Evelyn Pl

Remarks : Privately tucked away in the prestigious Trousdale Estates, this charming 4,000 SqFt ranch-style home seamlessly blends traditional comfort with modern luxury. This timeless 4 bed, 6 bath residence exudes classic Beverly Hills allure while offering a unique opportunity for potential updates or expansion. Guests are welcomed into the formal living room by an impressive stone clad fireplace, hardwood floors, and wood-beamed ceilings which are carried throughout. Cozy den features impressive built-in bookshelves and is enhanced by a mirrored wet-bar, ideal for entertaining. An indoor brick barbecue is a notable focal point of the formal dining in addition to the exquisite French doors that thoughtfully lead to the expansive brick-paved patio to enjoy meals al-fresco. Drenched by natural sunlight, the renovated kitchen boasts high-end appliances, including dual ovens, and an abundance of counter space with access to the fenced in turf dog run. An expansive primary suite with luxurious en-suite, and generous walk-in closet is intentionally placed at the wing of the house. This highly functional floorplan is complete with 3 additional bedrooms and a wood paneled office. Spanning 21,000+ SqFt and framed by a canopy of lush greenery, this lot is a tranquil haven. A massive in-ground pool and expansive grassy pad are surrounded by mature landscaping and capture breathtaking, panoramic canyon views. A gazebo placed at the end of the yard is the perfect for soaking up the California sun while admiring the serene backdrop. With a circular driveway and attached two car garage, parking is ample and convenient. An extraordinary opportunity to reside in one of the most highly coveted enclaves.

Structure Info		Land/Lot Info		Contract Info	
Year Built/Source	1960 / Vendor Enhanced	Zoning	BHR1*	List Date	08-22-2024
View	Canyon, Hills, Panoramic	Land Type		List Price	\$5,750,000
Stories	1	Land Lease Purchase		Orig List Price	\$5,750,000
Guest House		Horse Property		Status Date	12-13-2024
PUD		Lot Acreage	0.499	Sale Type	Standard
Sewer		Special Zone		Seller Concessions?	Yes
Style	Ranch	Add Parcel		Co-Ownership	No

Accessory Dwelling Unit

This listing does not have any ADU.

Community/Development		Parking Details		Sale/Sold Info	
Tax Mello Roos		Parking Type	Garage - 2 Car, Attached	Contract Date	09-16-2024
Complex/Assoc Name		Total Spaces	2	Sold Date	12-13-2024
Assoc Amenities		Covered Spaces		Sold Price	\$5,410,000
Assoc Fees Include		Uncovered Spaces		Sale Terms	
Assoc Pet Rules		Garage Spaces		Sold Price/SqFt	\$1,352.50
Community Features		Carport Spaces		SP/LP	94.09%
Rental Restrictions					
Short Term Rentals					
Short Term Rental Duration					

Interior Features		Exterior Features	
# Fireplaces/Details	Living Room	Pool	In Ground, Heated
Furnished	Unfurnished	Spa	None
AC/Cooling	Central	Tennis/Courts	
Heating	Central	Roofing	
Flooring	Wood, Tile, Carpet	Fence	
Equip/Appl	Alarm System, Built-ins, Barbeque, Dishwasher, Dryer, Freezer, Microwave, Range/Oven, Refrigerator, Washer		
Laundry	Room		

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Michael Nourmand

Single Family Beverly Hills Sales

244 S Almont Drive
Beverly Hills, CA 90211

723 N Doheny Drive
Beverly Hills, CA 90210

616 N Oakhurst Drive
Beverly Hills, CA 90210

631 N Arden Drive
Beverly Hills, CA 90210

625 N Elm Drive
Beverly Hills, CA 90210

715 N Oakhurst Drive
Beverly Hills, CA 90210

242 S Bedford Drive
Beverly Hills, CA 90210

702 N Elm Drive
Beverly Hills, CA 90210

328 S Peck Drive
Beverly Hills, CA 90212

602 N Bedford Drive
Beverly Hills, CA 90210

611 N Hillcrest Road
Beverly Hills, CA 90210

467 S Peck Drive
Beverly Hills, CA 90212

514 N Beverly Drive
Beverly Hills, CA 90210

1016 N Hillcrest Road
Beverly Hills, CA 90210

234 S Roxbury Drive
Beverly Hills, CA 90212

1253 Beverly Green Drive
Beverly Hills, CA 90212

1070 N Hillcrest Road
Beverly Hills, CA 90210

519 N Roxbury Drive
Beverly Hills, CA 90210

1469 Carla Ridge
Beverly Hills, CA 90210

1116 Laurel Way
Beverly Hills, CA 90210

1023 N Roxbury Drive
Beverly Hills, CA 90210

227 S Carson Road
Beverly Hills, CA 90211

805 N Linden Drive
Beverly Hills, CA 90210

9909 Sunset Boulevard
Beverly Hills, CA 90210

1023 Chevy Chase Drive
Beverly Hills, CA 90210

256 S Maple Drive
Beverly Hills, CA 90210

320 S Swall Drive
Beverly Hills, CA 90210

184 N Crescent Drive
Beverly Hills, CA 90210

245 S Oakhurst Drive
Beverly Hills, CA 90212

140 S Wetherly Drive
Beverly Hills, CA 90210

EXHIBIT B



CALIFORNIA
ASSOCIATION
OF REALTORS®

Main RESIDENTIAL LISTING AGREEMENT
(Exclusive Authorization and Right to Sell)
(C.A.R. Form RLA, Revised 12/24)

Date Prepared: 02/06/2025

1. **EXCLUSIVE RIGHT TO SELL:** Hillcrest Fund LLC, Hillcrest Fund LLC ("Seller")
hereby employs and grants Nourmand & Associates ("Broker")
the exclusive and irrevocable right to sell or exchange the real property described as 1053 N. Hillcrest Rd
situated in Beverly Hills (City), Los Angeles (County), California, 90210 (Zip Code),
Assessor's Parcel No. 4391030038 ("Property") for the Listing Period specified in **paragraph 2A(1)**.
2. **TERMS OF LISTING AGREEMENT:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 7 pages. Seller is advised to read all 7 pages.

Para #	Paragraph Title or Contract Term	Terms and Conditions
A	Representation	
A(1)	Listing Period (Maximum Length) 4G	Beginning on <u>02/07/2025</u> (date) Ending at 11:59 P.M. on <u>05/06/2025</u> (date) (Not to exceed 24 months if improved with one to four units and not owned by an entity. If Listing Period exceeds 24 months on a residential 1-4, this Agreement is void, unless Seller is a corporation, LLC or partnership.)
A(2)	Listing Price	<u>Nine Million, Seven Hundred Fifty Thousand</u> Dollars (\$ <u>9,750,000.00</u>)
B	Property Specific Listings	<input type="checkbox"/> Manufactured (mobile) home (C.A.R. Form MHLA attached) <input type="checkbox"/> Probate, conservatorship or guardianship (C.A.R. Form PLA attached)
C	Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between Seller and Broker. See attached Broker Compensation Advisory (C.A.R. Form BCA).	
C(1)	Compensation to Seller's Broker (only Seller's side of transaction) 4B	<u>2.500</u> % of the listing price AND, if any _____ OR <input type="checkbox"/> \$ _____; OR <input type="checkbox"/> see attached Broker-created compensation schedule. (% above is based on purchase price if Seller and buyer sign a purchase agreement)
C(2)	<input type="checkbox"/> Additional Compensation to Seller's Broker if buyer is unrepresented (Does NOT apply to dual agency) 4C	_____ % of the purchase price AND, if any _____ OR <input type="checkbox"/> \$ _____, OR <input type="checkbox"/> see attached Broker-created compensation schedule. (If Broker represents both buyer and Seller, buyer side compensation shall be specified in a separate written agreement between Broker and buyer.)
C(3)	Continuation of Right to Compensation for Broker Identified Prospective Buyers 4D(2)	The Continuation Period shall be <u>120</u> calendar days after the Listing Period or any extension ("Continuation Period").
C(4)	Seller Obligation to Pay Previous Brokers 4F	Previous Listing/Other broker(s): _____ Compensation to above broker(s) owed if Property transferred to: _____
D	Items Intended to be Included and Excluded	
D(1)	Items Included 5A	<input type="checkbox"/> _____ ; <input type="checkbox"/> _____ ;
D(2)	Excluded Items 5A	<input type="checkbox"/> _____ ; <input type="checkbox"/> _____ ;
D(3)	Leased Items: <input type="checkbox"/> Propane Tank(s);	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Alarm System(s); <input type="checkbox"/> Water Softener; _____
D(4)	Liened Items: <input type="checkbox"/> Heating/Ventilation/Air conditioning	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Windows or Doors; <input type="checkbox"/> _____ ; <input type="checkbox"/> _____
D(5)	(a) Smart Home Features Seller prefers to Include: _____ (b) Smart Home Features Seller prefers to Exclude: _____	
E	MLS and Public Marketing	
E(1)	Property will be marketed in the following MLS	Primary <u>CLAW/MLS</u> Other(s): _____ See C.A.R. Form MLSA.
E(2)	Publication of Seller willingness to consider concessions 10	If checked below: (i) Seller authorizes Broker to market that Seller is willing to consider offers asking for concessions; and (ii) No amount of the possible concession will be stated in such marketing unless Seller notifies Broker in writing of the amount. <input type="checkbox"/> In MLS(s) listed above, if permitted by that MLS. <input type="checkbox"/> In any other marketing outside of the MLS
E(3)	<input type="checkbox"/> Seller instructs Broker not to take or use photographs in marketing, except as required by MLS rules. 12A	

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Seller's Initials

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RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 1 OF 7)

Nourmand & Associates, 421 N. Beverly Drive #200 Beverly Hills CA 90210
Michael Nourmand

Phone: 3102744000 Fax: 3108883329
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

Hillcrest Fund

F Broker's and Seller's Duties			
F(1)	7B	Timing of Presentation of Offers	Seller instructs Broker to present all offers received as soon as practicable OR <input type="checkbox"/> Offers shall be presented on _____ (date) or <input type="checkbox"/> _____ days after the Property is listed as active on the MLS.
F(2)	7C	Buyer Supplemental Offer Letters (Buyer Letters)	Seller instructs Broker not to present Buyer Letters, OR <input type="checkbox"/> Seller instructs Brokers to present Buyer Letters. If Seller requests or relies on Buyer Letters, Seller is acting against Broker's advice.
F(3)	7E	Investigation Reports	<input checked="" type="checkbox"/> Natural Hazard Disclosure <input type="checkbox"/> Structural Pest Control, <input type="checkbox"/> General Property Inspection, <input type="checkbox"/> Homeowners Association Documents, <input type="checkbox"/> Preliminary (Title) Report, <input type="checkbox"/> Roof Inspection, <input type="checkbox"/> Pool Inspection, <input type="checkbox"/> Septic/Sewer Inspection, <input type="checkbox"/> Other: _____ Seller shall order and pay for any reports selected within 5 (or _____) days of the Beginning Date of this Agreement
G	21	Exceptions to Ownership/Title	_____
H		<input type="checkbox"/> Seller intends to include a contingency to purchase a replacement property as part of any transaction (see C.A.R. Form SPRP)	
I Intentionally Left Blank			
J	13, 14	Seller Opt Outs	<input type="checkbox"/> Key safe/Lockbox <input type="checkbox"/> Signs
K		Additional Terms	_____ _____

3. ADVISORIES AND ADDENDA:

A. Advisories

- ☒ Broker Compensation Advisory (C.A.R. Form BCA) ☐ REO Advisory Listing (C.A.R. Form REOL)
☐ Short Sale Information and Advisory (C.A.R. Form SSIA) ☐ Trust Advisory (C.A.R. Form TA)
☐ Other: _____

B. Addenda. The addenda identified below are incorporated into this Agreement.

☐ _____ ☐ _____

4. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker.

A. **ADVISORY:** Real estate commissions include all compensation and fees to Broker and are fully negotiable.

B. **COMPENSATION TO BROKER:** Seller agrees to pay to Broker as compensation for services under this Agreement, the amount specified in **paragraph 2C(1)**.

C. **OPTIONAL ADDITIONAL COMPENSATION FOR UNREPRESENTED BUYER:** Seller agrees to pay Broker the additional amount specified in **paragraph 2C(2)**, if checked, for services rendered only if the buyer is not represented by a real estate agent. If a buyer is represented by a real estate agent, whether working through Broker or another brokerage company, then **paragraph 2C(2)** does not apply.

D. **COMPENSATION TERMS:** Compensation is earned, and Seller shall pay Broker as follows:

(1) **Completed Transaction or Seller Default:** If during the Listing Period, or any extension, Broker, any other broker, Seller or any other person procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)

OR (2) **Continuation of Right to Compensation for Broker Procured Buyer(s):** If, during the Continuation Period specified in **paragraph 2C(3)**, or the same period of time after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity:

- who physically entered and was shown the Property during the Listing Period or any extension by Broker or any other broker; or
- for whom Broker or any other broker submitted to Seller a signed, written offer to acquire, lease exchange or obtain an option on the Property.

Broker's right to compensation pursuant to this paragraph shall only apply if, prior to expiration of this Agreement or any extension, Broker delivers to Seller a written notice of the names of such Prospective Buyers (C.A.R. Form NPB).

OR (3) **Seller Interference with Listing:** If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.

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Seller's Initials

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RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 2 OF 7)

E. ADDITIONAL COMPENSATION TERMS:

- (1) **Buyer Breach and Seller Recovery of Damages:** If completion of the sale is prevented by a party to the transaction other than Seller, then compensation which otherwise would have been earned under **paragraph 4** shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection and suit, if any.
- (2) **Escrow Instructions:** Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to **paragraph 4**, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.

F. SELLER COMPENSATION OBLIGATIONS TO OTHER BROKERS:

- (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified in **paragraph 2C(4)**.
- (2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the individuals or entities specified in **paragraph 2C(4)**.
- (3) If the Property is sold to anyone specified in **paragraph 2C(4)** during the time Seller is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.

G. MAXIMUM LISTING PERIOD: The maximum listing period allowed by law for residential property improved with one to four units is 24 months from the date this Agreement is made. This restriction does not apply if Seller is a corporation, LLC or partnership. It is unlawful to record or file this listing Agreement, or a memorandum or notice thereof, with the county recorder.

5. A. ITEMS EXCLUDED AND INCLUDED: Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

Seller intends that the items specified in **paragraph 2D** be included or excluded in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the transaction; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

B. LEASED OR NOT OWNED ITEMS; LIENED ITEMS: The items specified in **paragraph 2D(3)** are leased or not owned by Seller and the items specified in **paragraph 2D(4)** have been financed and a lien has been placed on the Property to secure payment. Seller will provide to the buyer, as part of the purchase agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or liened item.

C. SMART HOME FEATURES: The smart home features are intended to be included or excluded as specified in **paragraph 2D(5)**.

6. SELLER REPRESENTATIONS: Seller represents that, unless otherwise specified in writing, Seller is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.

7. BROKER'S AND SELLER'S DUTIES:

A. BROKER RESPONSIBILITY, AUTHORITY AND LIMITATIONS: Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized, but not required, to (i) order reports and disclosures including those specified in **paragraph 7E** as necessary, (ii) advertise and market the Property by any method and in any medium selected by Broker, including MLS and the internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.

B. PRESENTATION OF OFFERS:

- (1) **Strategies Affecting Delayed Offers and Buyer Broker Compensation:** There are different strategies for obtaining the best offer for Seller. Seller is advised that certain buyers may prefer not to be in a competitive situation and either may not make an offer if there is an instruction that all offers will be presented at a later specified time or may try to make a "preemptive" offer that will expire shortly, hoping that Seller will accept before the presentation date. Additionally, certain buyers may not be able or allowed to pay compensation to a buyer's broker. These buyers may request for seller to pay buyer's broker through a term in the purchase agreement or through a separate compensation agreement. Seller is advised to discuss and consider the best strategy for Seller related to the presentation of offers.
- (2) (A) **Seller Instructs Broker to Present Offers:** Broker agrees to present all offers received for Seller's Property, and present them to Seller as soon as possible, unless Seller gives Broker written instructions to the contrary.
- OR (B) **Seller Instructs Broker not to Present Offers until a Later Time:** If checked in **paragraph 2F(1)**, Seller has elected to have Broker hold all offers and present them to Seller as specified in **paragraph 2F(1)**. Broker will inform Seller that an offer has come in, but will not submit the offer to Seller, unless specifically instructed otherwise, in writing. Local MLS rules may impact this practice and whether it will provide any benefit to Seller. Broker and Seller may amend this instruction by agreeing in writing.

C. BUYER SUPPLEMENTAL OFFER LETTERS (BUYER LETTERS):

- (1) **Advisory Regarding Buyer Letters:** Seller is advised of the practice of many buyers and their agents to include a Buyer Letter with an offer to try to influence a seller to accept the buyer's offer. Buyer Letters may include photos and video. Whether overt or unintentional, Buyer Letters may contain information about a buyer's protected class or characteristics. Deciding whether to accept an offer based upon protected classes or characteristics is unlawful. Broker will not review the content of Buyer Letters. See C.A.R. Form FHDA for further information.
- (2) (A) **Seller Instructs Broker not to Present Buyer Letters** whether submitted with an offer or separately at a different time. Seller authorizes Broker to specify in the MLS that Buyer Letters will not be presented to Seller.
- OR (B) **Seller Instructs Broker to Present Buyer Letters:** If checked in **paragraph 2F(2)**, Broker advises seller that: (i) Buyer Letters may contain information about protected classes or characteristics and such information should not be used in Seller's decision of whether to accept, reject, or counter a Buyer's offer; and (ii) if Seller relies on Buyer Letters, Seller is acting against Broker's advice and should seek the advice of counsel before doing so.

D. SELLER GOOD FAITH: Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to **paragraph 2C(4)**, referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property.

E. INVESTIGATIONS AND REPORTS: Seller agrees, within the time specified in **paragraph 2F(3)**, to order and, when required by the service provider, pay for all reports specified in **paragraph 2F(3)**. If Property is located in a Common Interest Development or Homeowners Association, Seller is advised that there may be benefits to obtaining any required documents prior to entering into escrow with any buyer. Such benefits may include, but not be limited to, potentially being able to lower costs in obtaining the documents and avoiding any potential delays or complications due to late or slow delivery of such documents.

F. UNDISCLOSED CONDITIONS; INCOMPLETE OR INCORRECT INFORMATION: Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, and costs arising from any incorrect or incomplete information supplied by Seller, or from any material facts that Seller knows but fails to disclose including dangerous or hidden conditions on the Property.

8. DEPOSIT: Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.

9. AGENCY RELATIONSHIP:

- A. DISCLOSURE:** Seller acknowledges receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD).
- B. SELLER REPRESENTATION:** Broker shall represent Seller in any resulting transaction, except as specified in **paragraph 4F(3)**.
- C. POSSIBLE DUAL AGENCY:**

- (1) **Disclosure and Consent in a Transaction:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties. Compensation is not necessarily determinative of agency.
- (2) **Showing Properties:** Seller acknowledges that real estate brokers must have a written agreement in order to work with a buyer before showing properties to that buyer and that some buyers working through Broker may consider or make an offer on Seller's property. Seller consents to Broker entering into a representation agreement with a buyer, and if that buyer makes an offer on Seller's property, Broker will become a dual agent representing both that buyer and Seller.
- (3) **Potentially Competing Sellers and Buyers:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Seller acknowledges receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

D. UNREPRESENTED BUYERS: If a buyer is interested in viewing Seller's Property is not already represented by a real estate broker, and such buyer refuses to be represented by Broker, Seller authorizes Broker to obtain a signed document from such buyer refusing representation by Broker. Broker shall provide such buyers, at the earliest practicable time, a disclosure of non-representation, such as Buyer Non-Agency (CAR Form BNA) or Open House and Visitor Non Agency Disclosure and Sign-In (C.A.R. Form OHNA-SI).

E. CONFIRMATION: Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.

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Seller's Initials

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F. TERMINATION OF AGENCY RELATIONSHIP: Seller acknowledges and agrees that the representation duties of, and agency relationship with, Broker terminate at the expiration of this Agreement or, if it occurs first, the completion of any transaction specified in this Agreement.

10. SELLER CONCESSIONS:

- Concessions are monetary payments that a seller agrees to contribute towards a buyer's expenses and other costs a buyer is responsible for in the transaction.
- Concessions may include, but are not limited to, costs of escrow or title, lender fees, repairs, inspections and buyer broker compensation.
- Concessions specified in the MLS must be allowed to be used for any permissible buyer expense or cost and must not specify the concessions are to be used for broker compensation. However, a term in the buyer's offer may specify that the Seller agrees to pay all or a portion of the compensation that the buyer owes its broker.
- Concessions identified in an MLS listing are not promises to pay but instead indicate to a buyer that the seller will consider offers asking for concessions. Concessions specified in the MLS are not intended to be binding on Seller unless included in the accepted purchase agreement.

11. SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO: Broker is not responsible for loss of or damage to personal or real property, or injury to person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as "nanny cams" and hidden security cameras). Seller is advised to post a notice disclosing the existence of security devices.

12. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A.** In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Unless checked in **paragraph 2E(3)**, Seller agrees that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties' agreement impacting the Images. Seller also acknowledges that once Images are placed on the internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the internet. Seller further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images for advertising, including post transaction and for Broker/Agent's business in the future.
- B.** Seller acknowledges that prospective buyers and/or other persons coming onto the Property may take photographs, videos or other images of the Property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.

13. KEYSAFE/LOCKBOX: A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Seller further agrees that Broker, at Broker's discretion, and without further approval from Seller, shall have the right to grant access to and convey Seller's consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox.

A. Unless checked in **paragraph 2J**, Seller authorizes Broker to install a keysafe/lockbox.

B. TENANT-OCCUPIED PROPERTY: If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox (C.A.R. Form KLA).

14. SIGN: Unless checked in **paragraph 2J**, Seller authorizes Broker to install a FOR SALE/SOLD sign on the Property.

15. EQUAL HOUSING OPPORTUNITY: The Property is offered in compliance with federal, state and local anti-discrimination laws.

16. ATTORNEY FEES: In any action, proceeding or arbitration between Seller and Broker arising out of this Agreement, Seller and Broker are each responsible for paying their own attorney's fees and costs except as provided in **paragraph 19A**.

17. MANAGEMENT APPROVAL: If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, Broker or Manager has the right to cancel this Agreement, in writing, within **5 days** After its execution.

18. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon Seller and Seller's successors and assigns.

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Seller's Initials

SJ, [Signature]



RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 5 OF 7)

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19. DISPUTE RESOLUTION:

- A. MEDIATION:** (1) Seller and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party (the non-mediating party) (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then if the non-mediating party is the losing party in any such action, the prevailing party in such action shall be entitled to recover attorney fees from the non-mediating party, notwithstanding the terms in **paragraph 16**. (4) **Exclusions from this mediation agreement are specified in paragraph 19B.**
- B. ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.
- C. ARBITRATION ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
- 20. ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.
- 21. OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: (i) Seller is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are specified in **paragraph 2G**.
- 22. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall deliver to Broker, within **3 days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

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PROCEED TO NEXT PAGE

By signing below, Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Residential Listing Agreement.

☒ **ENTITY SELLERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) **Non-Individual (entity) Sellers:** One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____
- (3) **Contractual Identity of Seller:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.
 - (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
 - (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (4) **Legally Authorized Signer:**
 - (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 22** for additional terms.
 - (B) The name(s) of the Legally Authorized Signer(s) is/are: Shahram J Javidzad, Monica N Javidzad.

SELLER SIGNATURE(S):

(Signature) By, Shahram J Javidzad Date: _____

Printed name of SELLER: Hillcrest Fund LLC

☒ Printed Name of Legally Authorized Signer: Shahram J Javidzad Title, if applicable, Manager

Address 1053 Hillcrest Rd City Beverly Hills State CA Zip 90210

Email _____ Phone # _____

(Signature) By, _____ Date: _____

Printed name of SELLER: Hillcrest Fund LLC

☒ Printed Name of Legally Authorized Signer: Monica N Javidzad Title, if applicable, Manager

Address 1053 Hillcrest Rd City Beverly Hills State CA Zip 90210

Email _____ Phone # _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) Nourmand & Associates DRE Lic # 00656371

Address 421 N. Beverly Drive, Suite 200 City Beverly Hills State CA Zip 90210

By (Broker/Agent) Michael Nourmand Date 2/7/2025

Tel. 1A525C3F65834E E-mail _____ DRE Lic # 01281017

By (Broker/Agent) _____ Date _____

Tel. _____ E-mail _____ DRE Lic # _____

- ☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- ☐ Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 11849 West Olympic Boulevard, Suite 204, Los Angeles, California 90064

The foregoing document described "**DECLARATION OF DECLARATION OF MICHAEL B. NOURMAND IN SUPPORT OF OPPOSITION TO 'MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (REAL PROPERTY)' AND EXHIBITS**" will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On **February 10, 2025**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

____ Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):

On _____, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. *Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.*

____ Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **February 10, 2025**, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

Honorable Neil W. Bason
Bin outside of Suite 1552
Judge's Copy temporarily suspended by General Order 20-02

____ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

February 10, 2025	Raymond H. Aver	/s/ raymond h aver
Date	Type Name	Signature

SERVICE LIST

VIA NEF

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